

Memorandum



Date: September 16, 2015

Agenda Item No. 8(F)(1)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement with Miami-Dade County Expressway Authority for Land, Parcel 874-500-CD, Located East of State Road 874 and North of Sunset Drive, Miami, Florida, to be Used by the Fire Rescue Department

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution, which authorizes the execution of a Lease Agreement between Miami-Dade County (County) and the Miami-Dade County Expressway Authority (Expressway Authority), a public instrumentality and an agency of the State of Florida existing under the Florida Expressway Authority Act, for land to be used by the Fire Rescue Department to store the department's fleet of vehicles and associated equipment. More specifically, the resolution does the following:

- Authorizes the lease of 1.05 acres (44,545 square feet) of vacant land referred to as Parcel 874-500-CD; and
- Authorizes a lease term of three (3) years, effective retroactively on August 1, 2015, plus an optional extended lease term of one (1) year.

The leased land is a portion of Parent Tract 874-500, which lies east of State Road 874 and north of Sunset Drive and is divided into two (2) sections.

Scope

The property is located in County Commission District 7, which is represented by Commissioner Xavier L. Suarez.

Fiscal Impact/Funding Source

The County shall pay the Expressway Authority \$1.00 annually to rent the property for the initial lease term, and the rent shall remain the same during the one-year optional renewal period. The fiscal impact to the County for the initial lease term and the one-year optional renewal period is estimated to be \$5,004.00, which is comprised of \$4.00 in rent and \$5,000.00 in estimated expenses for improvements to the parcel (i.e., installation of barbed wire fencing and security cameras). The County does not anticipate any annual costs for operations and maintenance of the land as the land is a paved vacant lot. Fire Rescue District Funds will cover the lease expenses.

Track Record/Monitor

The County has no record of negative performance issues with the Expressway Authority. The lease was prepared by the Internal Services Department on behalf of the Fire Rescue Department. Dirk Duval, of the Real Estate Development Division in the Internal Services Department, is the Lease Monitor.

Delegation Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and exercise all other rights conferred therein.

Background

The Florida Department of Transportation is the owner of Parcel 874-500-CD. In December 1996, the Florida Department of Transportation transferred operational and financial control of the parcel to the Expressway Authority pursuant to a Transfer Agreement. In September 2005, the Board approved Resolution No. R-1090-05, which authorized the execution of a lease agreement between the County and the Expressway Authority for the County's use of Parcel 874-500-CD to store the Fire Rescue Department's fleet. That lease expired in March 2008 and the department remained on the land until December 31, 2010 as a result of the lease agreement's holdover provision. Since that time, the Fire Rescue Department's fleet has been stored at its Doral-based headquarters. However, there is a need to lease Parcel 874-500-CD again as the department has outgrown the current storage site (i.e., the site is at full capacity with no room for the addition of new vehicles).

Additional Lease details are as follows:

MDX REPRESENTATIVE:	Javier Rodriguez, Executive Director
LEASE TERM:	Three (3) years, plus an additional one (1) year optional renewal period.
EFFECTIVE DATES:	Commencing on August 1, 2015 and expiring on July 31, 2018.
RENTAL RATE:	\$1.00 in annual rent for the initial term of the Lease Agreement and for the optional renewal period.
LEASE CONDITIONS:	The County shall be responsible for all costs and expenses related to the installation of improvements (barbed wire fence and security cameras) during the term of the Lease Agreement. There will be no operating expenses.
CANCELLATION PROVISION:	The Lease Agreement may be terminated by either party after one (1) year at any time upon giving 30 days prior written notice to the other party.

Attachments



Russell Benford
Deputy Mayor

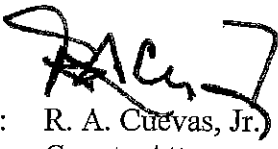


MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: September 16, 2015

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
9-16-15

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY APPROVING TERMS, AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE, OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY, A PUBLIC INSTRUMENTALITY AND AGENCY OF THE STATE OF FLORIDA EXISTING UNDER THE FLORIDA EXPRESSWAY AUTHORITY ACT, FOR LAND LOCATED NORTH OF SUNSET DRIVE AND EAST OF FLORIDA STATE ROAD 874, MIAMI, FLORIDA, REFERRED TO AS PARCEL 874-500-CD, TO BE UTILIZED BY THE MIAMI-DADE FIRE RESCUE DEPARTMENT AS A STORAGE SITE FOR ITS FLEET OF VEHICLES AND ASSOCIATED EQUIPMENT, WITH A TOTAL FISCAL IMPACT TO THE FIRE RESCUE DEPARTMENT ESTIMATED TO BE \$5,004.00 FOR THE THREE-YEAR TERM OF THE LEASE, EFFECTIVE RETROACTIVELY ON AUGUST 1, 2015, AND THE ADDITIONAL ONE-YEAR RENEWAL OPTION PERIOD; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board incorporates the foregoing recital and hereby retroactively approves the Lease Agreement between Miami-Dade County (as Tenant) and the Miami-Dade County Expressway Authority (as Landlord), a public instrumentality and agency of the State of Florida existing under the Florida Expressway Authority Act, for land located north of Sunset Drive and east of Florida State Road 874, Miami, Florida, referred to as Parcel 874-500-CD, to be utilized by the Miami-Dade Fire Rescue Department as a storage site for its fleet of vehicles and associated equipment, with a total fiscal impact to the Miami-Dade Fire Rescue Department estimated to be \$5,004 for the three-year

term of the lease, effective retroactively on August 1, 2015 and the additional one-year renewal option period, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or the County Mayor's designee to execute the Lease Agreement for and on behalf of Miami-Dade County and to exercise any and other rights conferred therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

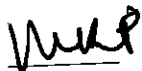
The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of September, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Shannon D. Summerset

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made this ____ day of _____, 2015 by and between the **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate, a public instrumentality and an agency of the state, existing under the Florida Expressway Authority Act, as amended, whose address is 3790 N.W. 21st Street Miami, Florida 33142 (the "Lessor" or "MDX") and **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, on behalf of the **MIAMI-DADE COUNTY FIRE DEPARTMENT** ("Lessee" or "Department"). Lessor and Lessee shall sometimes be hereinafter collectively referred to as the Parties.

WITNESSETH

WHEREAS, the Florida Department of Transportation ("FDOT") is the owner of that certain parcel of property referred to as Parcel 874-500-CD as described in Exhibit "A" (the "Property") attached hereto and made a part hereof, which is a portion of Parent Tract 874-500 lies just east of SR 874 and north of Sunset Drive and is divided into two sections;

WHEREAS, FDOT transferred operational and financial control of the Property to MDX pursuant to that certain Transfer Agreement between FDOT and MDX dated December 10, 1996 (the "Agreement"); and

WHEREAS, Lessor, acting on behalf of FDOT pursuant to the Agreement, desires to enter into this Lease with Lessee and Lessee desires to lease the Property on the following terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties hereto and other good and valuable consideration, the Parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Lease Term**

a. Unless sooner terminated pursuant to Section 5 herein, the term of the Lease shall be for a period of three (3) years, and shall commence upon the 1st day of August 2015 and shall expire upon 31st day of July 31st, 2018 ("Lease Term").

b. This Lease may be renewed for additional one (1) year period ("Extended Lease Term"), at the sole discretion and approval by the Lessor. Thirty (30) days prior to the expiration of the Lease Term, or the Extended Lease Term, Lessee may request Lessor to renew the Lease for an additional one (1) year period on the same terms as provided herein. Such request shall be made in writing to Miami-Dade Expressway Authority, Attention: Financial Controls & Budget Manager, 3790 N.W. 21 Street, Miami, Florida 33142.

3. **Rental**

a. Rental for the Property shall be one (\$1.00) dollar for the Lease Term.

b. Lessee shall pay any applicable sales tax, any real estate property taxes or occupancy license fee that may be assessed against the Property. Lessee shall also be responsible for the payment of any non-advalorem assessments, if applicable, relating to the Property that are imposed and which become due and payable during the Lease Term. Lessor shall provide Lessee timely notice of any such applicable assessments to obviate any penalties. Lessor's untimely notice of such taxes shall not relieve Lessee from the responsibility of such payments.

4. Use

a. The Property shall be used as a storage site for the Lessee's fleet of vehicles and associated equipment. If the Property is used for any other purpose without Lessor's consent, the Lessor shall have the option of immediately terminating this Lease. **THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES IS PROHIBITED.**

b. Lessee at Lessee's sole expense, shall comply with all applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may become effective during the Lease Term, which may impose any duty upon Lessor or Lessee with respect to the use, occupation or alteration of the Property, including, but not limited to, any occupational licenses and Regulatory and Economic Resources permits where applicable. The Lessee shall use all reasonable efforts to comply with the Americans with Disabilities Act ("ADA"), and to the extent permitted by Florida law, shall indemnify the Lessor for all claims of violation regarding such federal, state and local requirements, subject to the limitations of Section, 768.28 Florida Statutes.

c. Lessee shall not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the Property. Any activities in any way involving hazardous materials or substances ("Hazardous Substances") of any kind whatsoever, either as those terms may be defined under any state or federal laws or local regulations or as those terms are understood in common usage, are specifically prohibited. As used herein, Hazardous Substances shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials that include hazardous components), or other similar substances, or materials that are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation,

contamination or clean-up, including, without limitation, as now or hereafter defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 et. seq.) ("CERCLA"), the Resource Conservation and Recovery Act (42 U.S.C., Section 6901 et seq.) ("RCRA"), or state superlien or environmental clean-up statutes and Miami-Dade County Regulatory and Economic Resources regulations (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). In the event that Lessee during the operation of its business releases, discharges, disposes, dumps, spills, or leaks (accidental or otherwise) any Hazardous Substances onto the Property (or any portion thereof) during the Lease Term, Lessee shall be solely responsible for the clean-up, containment, and/or removal of such Hazardous Substances from the Property, in compliance with the requirements of the Miami-Dade County Regulatory and Economic Resources department prior to termination of the Lease Term.

5. Termination

a. This Lease may be terminated by either party after one (1) year at any time upon the giving of thirty (30) days prior written notice to the other party.

b. In the event of a breach by the Lessee of any of the terms under this Lease, the Lessor shall notify the Lessee, in writing of said breach, and the Lessee shall have at minimum, thirty (30) calendar days to cure such breach.

c. Notwithstanding paragraph 5(b), Lessee shall have thirty (30) calendar days following receipt of written notice from Lessor to cure any breach of any term of the Lease. If Lessee fails to cure the breach within said time period, or does not provide Lessor with a written response indicating the status of Lessee's curing the breach and providing a mutually agreeable schedule to cure all defaults, Lessor shall have the right to terminate this Lease upon ten (10)

days additional written notice, except if such breach is not curable within thirty (30) days. If the breach is not curable within thirty (30) days, then the Lessee shall have the right to cure such breach, so long as the Lessee acts diligently to do so. In accordance with 5(a) and at its sole discretion, the Lessor retains the right to terminate this Lease regardless of any efforts by Lessee to cure such breach.

d. Lessee shall notify Lessor in writing regarding Lessor's failure to perform or to comply with the terms and conditions of the Lease. Lessor shall have thirty (30) calendar days following receipt of written notice from Lessee to cure any default or breach of any term of the Lease. If Lessor fails to cure the default within said time period or does not provide Lessee with a written response indicating the status of Lessor's curing the default and providing a mutually agreeable schedule to cure all defaults, Lessee shall have the right to terminate this Lease upon ten (10) days additional written notice except if such breach is not curable within thirty (30) days. If the breach is not curable within thirty (30) days, then the Lessor shall have the right to cure such breach, so long as the Lessor acts diligently to do so.

6. Suspension

a. In lieu of termination, should Lessor require the use of the Property during the Lease Term for a period not exceeding ninety (90) days (the "Suspension Period"), Lessor retains the right upon ninety (90) days' notice (the "Notice") to Lessee and suspend the Lease provisions, including Lessee's right to possession and quiet enjoyment for such period without cost or liability to Lessor. Rent shall be abated during the Suspension Period, if Lessee is obligated rent payments under this Lease. In that event, MDX will make reasonable effort, in MDX's sole discretion but will not be obligated hereunder, to not initiate such Suspension Period

during a period that is less likely to disrupt the Lessee's activities and use of the Property as permitted under this Lease.

b. Lessee, at Lessee's sole cost and expense, shall relocate during the Suspension Period.

The Lease Term provided in this Lease will remain in effect and the suspension of the Lease herein shall not be deemed to extend the Lease Term beyond the Termination Date.

c. In the event of an emergency, the Lessor shall have the right to enter the Property, without prior written Notice, as described below, to Lessee and without cost or liability to Lessor to make any necessary repairs to the Property or improve the Property and take such other action as Lessor deems reasonable to address the nature of the emergency.

7. **Structures.** No structures, fixtures or improvements of any kind shall be placed upon the Property or existing structures by Lessee without prior approval in writing by the Executive Director of Lessor, which approval shall not be unreasonably withheld. Lessor retains the right upon the giving of fifteen (15) days' notice, to require Lessee to remove all such structures, fixtures and improvements at the Lessee's sole expense within thirty (30) days of termination of this Lease, and have the Property restored as nearly as practical to its condition as of the commencement of the Lease.

8. **Improvements.** Lessee, by executing this Lease, has accepted the Property in its "AS IS" condition, as of the commencement of this Lease, it being understood and agreed that Lessee shall have no obligation to renovate, remodel, or repair the Property or any portion thereof.

The Lessee, at its election and sole cost and expense, will install barbed wire fencing and security cameras on and/or about the Property.

9. **Operating Expenses.** In the event that Lessee requires the use of utilities, Lessee shall be responsible for payment of all utilities and operating expenses relating to the Property, including but not limited to, electricity, light, heat, power, gas, water, sanitation, telephone, waste, sewer, fuel, and janitorial. All utilities that Lessee may install on the Property shall be in Lessee's name, billable to Lessee, at Lessee's business address.
10. **Prohibition on Advertising.** The placement by Lessee of commercial advertising signs is prohibited.
11. **Assignment and Subletting.** Lessee shall not assign, sublet, transfer, mortgage, pledge as security or otherwise encumber the Property, or any part thereof.
12. **Indemnification and Hold Harmless.** To the extent permitted and within the limitations of Section, 768.28 Florida Statutes, as may be amended, the Lessee shall indemnify, defend, save and hold harmless the Lessor and all of its board officers, agents, or employees from suits, actions, claims, demands, or liability of any nature whatsoever (including, but not limited to, statutory liability and liability under Workers' Compensation laws) arising out of, because of, or due to the acts, omissions or negligence of Lessee, its sub-consultants, agents, employees, guests, licensees, or invitees except that, neither Lessee nor any of its agents shall be liable under this Lease for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Lessor, or any of its board officers, agents, or employees. Lessee shall also indemnify and hold Lessor harmless for all costs, reasonable attorneys' fees, expenses and liabilities incurred in or related to any claim or any action or proceeding brought against Lessor, as a result of any actions on the part of Lessee, to the extent permitted and within the limitations of Section, 768.28 Florida Statutes, as may be amended.

13. **Sovereign Immunity.** Nothing contained in this Lease shall be construed as a waiver of the sovereign immunity of Lessor or Lessee.
14. **Insurance.** Prior to the execution of this Lease, Lessee shall provide Lessor with confirmation of its self-insurance program and the amount of coverage for public liability, automobile, and Workers' Compensation claims. Said confirmation shall be attached hereto as Exhibit "B" and incorporated by reference herein. Lessee shall at all times, during the Lease Term, and Extended Lease Term, maintain such self-insurance program subject to the limitations of Section 768.28 and 440 Florida Statutes.
15. **Right of Entry.** Lessor reserves the right to enter the Property during normal business hours upon giving forty-eight (48) hours prior written notice to the Lessee (the "Notice") for the purpose of inspecting the Property, and to require adjustment to structures or improvements as Lessor may deem reasonably necessary. In the event of an emergency and/or urgent repairs/maintenance, Lessor may enter the Property at any time, without Notice, in order to take such action as Lessor deem reasonable.
16. **Maintenance.** Lessee acknowledges that the Property was received in "AS IS" condition, and that Lessee shall, at its own expense, maintain the Property in good order and repair and safe condition. Lessee shall be responsible for all repairs required, including but not limited to: cutting and trimming trees and shrubs, resurfacing asphalt and repairing fencing structures as required.
17. **Gate or Barrier.** If Lessee installs a locking gate or barrier, or other means of restricting access to the Property, a duplicate set of keys will be provided to Lessor for emergency access purposes.

18. **Notices.** Any Notice required to be given hereunder shall be in writing and may be given by personal delivery (including delivery by courier or express mailing service), or by registered or certified mail, postage prepaid, return receipt requested, addressed to Lessor and Lessee, as the case may be, each at the address designated below. Either party may, by written notice to the other, specify a different address for Notice purposes.

LESSOR

Miami-Dade Expressway Authority

3790 NW 21ST Street
Miami, Florida 33142
Attention: Financial Controls &
Budget Manager
Tel: 305 637 3277
Fax: 305 637-3298

LESSEE

Miami-Dade County Internal Services Department

Real Estate Development Division
111 N.W. 1 Street, Suite 2460
Miami, FL 33128

With copies to: County Attorney's Office
Miami-Dade County
111 N.W. 1 Street, 28th Floor
Miami, FL 33128

19. **Waiver of Trial by Jury.** Lessee and Lessor hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Lease, and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, or actions of either party. This provision is a material inducement for Lessor leasing the Property to Lessee.

20. **Legal Counsel Representation.** Lessee acknowledges that it has reviewed this Lease, is familiar with its terms and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily.

21. **Complete Agreement.** This Lease contains the complete understanding of the Parties with respect to the subject matter hereof. No modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both Parties.

22. **Governing Law.** This Lease shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. Lessor and Lessee agree that the proper venue with respect to any state or federal litigation in connection with this Lease shall be held in the county wherein the Property is situated.

23. **Attorneys' Fees.** Unless otherwise specified in this Lease, Lessor and Lessee shall each be responsible to pay the legal fees of their respective legal counsel. If either party defaults in the performance of any of the terms, provisions, covenants, and conditions of this Lease, and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of said events the prevailing party shall be entitled to reasonable attorneys' fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy. The provisions of this paragraph shall survive the termination or cancellation of this Lease.

MDX Parcel No.: 874-500-CD
State Road: 874

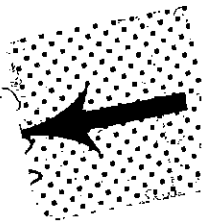
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed,
the day and year first above written.

LESSEE:

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

(OFFICAL SEAL)

By: _____
Carlos A. Gimenez
Mayor

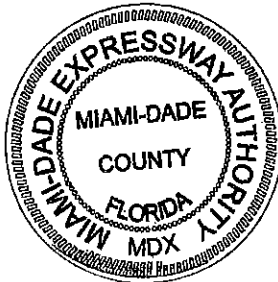


ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

LESSOR:

MIAMI-DADE COUNTY
EXPRESSWAY AUTHORITY



By: _____
Javier Rodriguez, P.E.
Executive Director

ATTEST: _____
Maria Luisa Navia Lobo Secretary

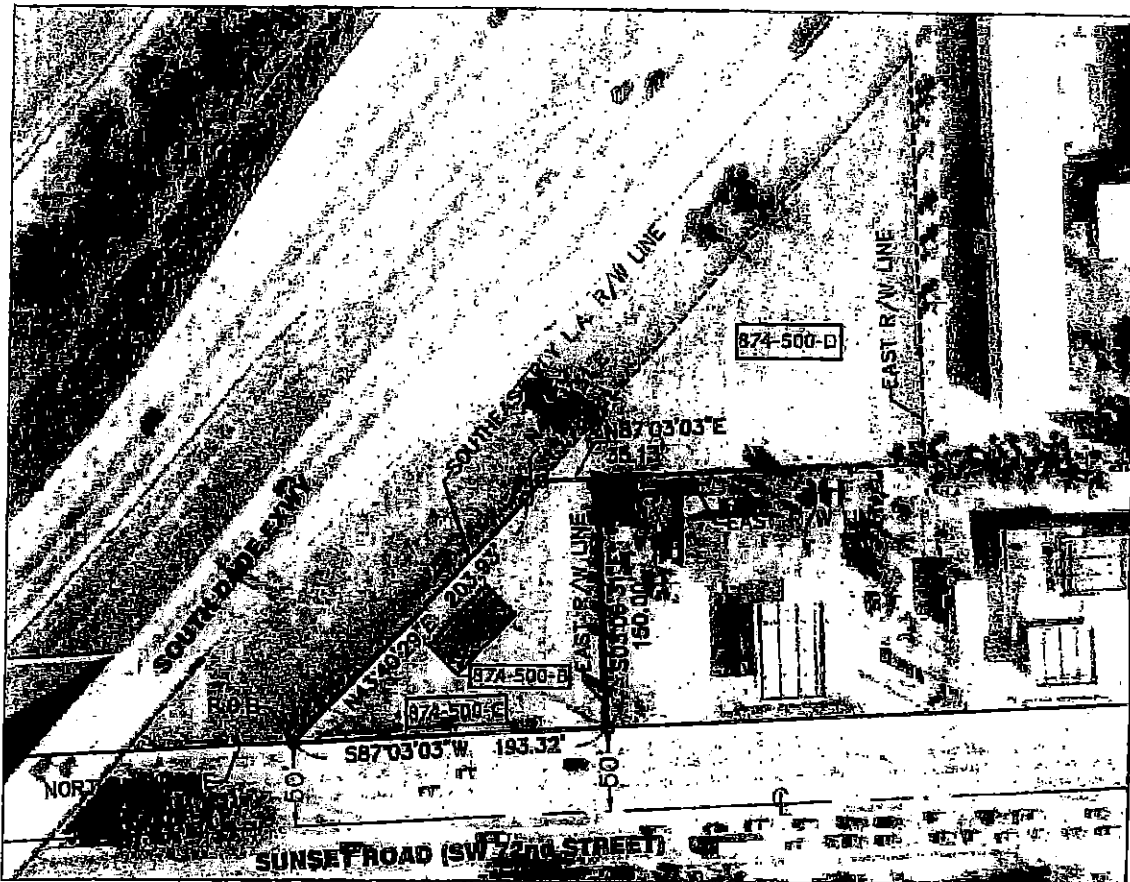
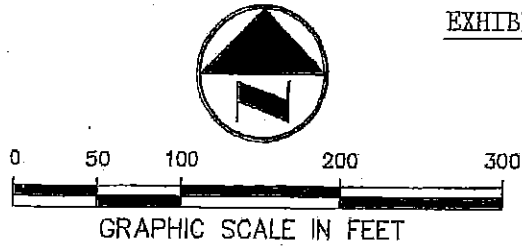
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Francine T. Steelman
Associate General Counsel

Date: 3/10/15

MDX Parcel No. 874-500-CD
State Road: 874

EXHIBIT "A"



LEGEND & ABBREVIATIONS

R/W - RIGHT OF WAY

P.O.B. - POINT OF BEGINNING

W:\SURVEY DIVISION\WORKSHEETS\4-591103 0000 PARCEL SKETCHES\100 PARCEL SKETCHES\PARCEL_8026002A.dwg 4/11/2005 8:04:47 PM EUT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

FLORIDA STATE ROAD ----- MIAMI-DADE COUNTY		PARCEL No.: 500-C & D			
DATE: 04/11/05	SCALE: 1"= 100'	DRAWN: Z.C.P.	CALCULATED: Z.C.P. CHECKED: D.W.D.		
		<p>2001 NW 107th Ave. Miami, FL 33172-2507 (305) 592-7273</p> <p>FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24</p>	REVISIONS	BY	DATE
THIS DOCUMENT CONSISTS OF --- SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.		THIS IS NOT A SURVEY			
SHEET 1 OF --					

EXHIBIT "A"

**PARCEL 874-500-C & D
LEGAL DESCRIPTION**

All that lot, piece or parcel of land situate, lying and being in Section 28, Township 54 South, Range 40 East, Miami-Dade County, Florida, the same being a portion of the Right of Way for Florida State Road No. 874, according to the Plat thereof, as recorded in Road Plat Book 88 at Page 69 of the Public Records of Dade County (now Miami-Dade County), Florida and being more particularly described by metes and bounds as follows, viz.:

BEGIN at the Point of Intersection of the Southeasterly Limited Access Right of Way line of Florida State Road No. 874 with the North Right of Way line of Sunset Drive (SW 72 Street) as shown on said Plat recorded in Road Plat Book 88 at Page 69; thence N43°40'29"E along said Southeasterly Limited Access Right of Way line for 203.93 feet; thence N40°51'51"E along said Southeasterly Limited Access Right of Way line for 352.43 feet to a Point of Intersection with the East Right of Way line of Florida State Road No. 874 as shown on said Plat; thence departing said Southeasterly Limited Access Right of Way line, S03°06'31"E along said East Right of Way line for 244.37 feet; thence S87°03'03"W along said East Right of Way line for 200.00 feet; thence S03°06'31"E along said East Right of Way line for 150.00 feet to a Point of Intersection with said North Right of Way line of Sunset Drive (SW 72 Street); thence S87°03'03"W along said North Right of Way line of Sunset Drive (SW 72 Street) for 193.32 feet to the POINT OF BEGINNING.

Less and except therefrom that portion of the above described property designated as a 25-foot by 50-foot trailer site identified as Parcel 6002.

Said Parcel contains 44,545 Square Feet, or 1.05 acres, more or less, by calculation.

EXHIBIT "B"



miamidade.gov

Internal Services
Risk Management Division
111 NW 1st Street • Suite 2340
Miami, Florida 33128-1928
T 305-375-4280

December 2, 2014

Miami-Dade Expressway Authority
3790 NW 21 Street
Miami, FL 33142

RE: Storage of Miami-Dade Fire Rescue (MDFR) fleet vehicles and equipment
44,545 square feet of Right-of-way land located State Road 874 and Sunset Drive

To Whom It may concern:

This is to inform you that Miami-Dade County has an on-going self-insurance program for Worker's Compensation, General Liability and Automobile Liability covering employees and officials of the County.

Since the County does not carry insurance with an insurance company, we cannot provide you with a Certificate of Insurance.

However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, provisions have been made in this office to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance.

Sincerely,

A handwritten signature in cursive script that reads 'Barbara Dunlop'.

Barbara Dunlop, ARM
Risk Management Property and Casualty Manager

BD/nd